

**Fifth Amendment to the Master Contract Between the County of Santa Clara and  
City of Milpitas**

This is the Fifth Amendment to the Master Contract between the County of Santa Clara (COUNTY) and City of Milpitas (CONTRACTOR) entered into on July 1, 2011 to provide Senior Nutrition Services.

On May 19, 2015, the Board of Supervisors approved the Delegation of Authority to the Social Services Agency (SSA) Director, or designee, to negotiate, execute, amend, and terminate this Contract. The Delegation of Authority for this Contract shall expire on June 30, 2016.

**Background**

The purpose of this Amendment is to extend the term for an additional one (1) year and augment funds by \$170,307.00. The additional funding is included in the revised Maximum Financial Obligation. The attached Budget Summary reflects the services and fiscal budget for the extended term.

This Contract is amended, effective July 1, 2015, as follows:

- A. Under Exhibit B, **PROGRAM PROVISIONS** on page 22, **TERM OF CONTRACT** is revised to read: This contract commences on July 1, 2011 and expires on June 30, 2016, unless terminated earlier or otherwise amended.
- B. Under Exhibit B, **PROGRAM PROVISIONS** on page 22, **MAXIMUM FINANCIAL OBLIGATION** is revised to read: CONTRACTOR is entitled to reimbursement for actual allowable expenditures subject to the provisions of this Contract not to exceed \$173,489.00 in FY 2011-2012, not to exceed \$164,407.00 in FY 2012-2013, not to exceed \$172,334.00 in FY 2013-2014, not to exceed \$170,998.00 in FY 2014-2015, and not to exceed \$170,307.00 in FY 2015-2016.
- C. Under Article I – General Terms, on page 3, add:

**10. CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County. If Contractor provides an electronic copy of a signed contract to the County, Contractor shall provide the original signed contract to the County within 10 days of providing the electronic copy to the County in order to enforce its rights under the contract.

- D. Under Exhibit C, **PROGRAM PLAN AND REQUIREMENTS** on page 27, add:

**15. CARE ACCESS ERROR RATE REQUIREMENT**

Federal regulations pursuant to Title III of the Older Americans Act of 1965 (OAA) establish procedures for allocating money to states for various senior services. States have established

allocation mechanisms to award monies to their Area Agencies on Aging (AAA). These AAAs in turn, award monies via contracts or grants to carry out the mission of the OAA.

Sourcewise, the County of Santa Clara's designated AAA, allocates money for the provision of the Senior Nutrition Program by reimbursing the County based on the number of meals served to seniors per month. This data is tracked through Sourcewise's Care Access Database. When there is a discrepancy between the paper total (signatures of the SNP Participants) and scanner total (scanned barcodes of the SNP Participants), an error rate arises. Currently, if the total combined error rate of all Senior Nutrition Meal Sites exceeds 5%, the County will not be reimbursed by Sourcewise. Therefore, CONTRACTOR's data that is imported into Sourcewise's Care Access Database must **not** exceed an error rate of 5%.

If CONTRACTOR's imported data exceeds an error rate of 5%, COUNTY will withhold a percentage of the CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding the 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY will withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month.

Should Sourcewise decide to reimburse the County regardless of the combined error rate of all Senior Nutrition Meal Sites, then the County will not withhold any percentage of CONTRACTOR's invoice regardless of CONTRACTOR's error rate for that month.

E. Under Exhibit C, **PROGRAM PLAN AND REQUIREMENTS** on page 27, add:

**16. SERVING DAYS REQUIREMENT**

Withholding circumstances out of CONTRACTOR's control, CONTRACTOR must open their Nutrition Site(s) for the number of service days specified in Exhibit D-16: Budget Summary. Should CONTRACTOR close their Nutrition Site(s) due to unforeseen circumstances, CONTRACTOR will notify COUNTY immediately and work collaboratively with COUNTY to reschedule the day(s) that the Nutrition Site(s) was closed.

Should CONTRACTOR close their Nutrition Site(s) due to foreseen circumstances and not be able to reschedule the day(s), CONTRACTOR will not be reimbursed for the number of meals allocated to the serving day(s) that the Nutrition Site(s) was closed.

F. Add Exhibit D-16, **BUDGET SUMMARY & PAYMENT PROVISIONS** for FY 2015-2016 which is attached hereto and incorporated herein by this reference.

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All other terms and conditions of the agreement remain in full force and effect.

In the event of a conflict between the original Contract and this Amendment, Amendment controls.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

**APPROVED FOR COUNTY**

\_\_\_\_\_  
Robert Menicocci, Acting Director  
Social Services Agency  
Date: \_\_\_\_\_

\_\_\_\_\_  
John P. Mills  
Deputy County Executive  
Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
Kristin Baker  
Deputy County Counsel  
Date: \_\_\_\_\_

**APPROVED FOR CONTRACTOR**

\_\_\_\_\_  
Thomas Williams, City Manager  
City of Milpitas  
Date: \_\_\_\_\_

**Santa Clara County- Social Services Agency****Senior Nutrition Program****City of Milpitas****Budget - FY 2015/2016**

Asian (2 days)	105	*	96	10,080
Bateman (3 days)	73	*	154	11,242
Additional Bateman (2 days a week)	10	*	96	960
				22,282
Service Days M-F	Daily	Total	Annual	

**1. PERSONNEL**

a. <u>Site Manager</u>		\$	29,556	
b. <u>Kitchen Aide</u>		\$	15,361	
c. <u>Janitor</u>		\$	6,080	\$ 50,996

**2. OPERATION COSTS**

Overhead	Flat Rate	\$	2,388	\$ 2,388
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**3. VARIANCE CATEGORIES**

Insurance/Worker Comp.	n/a	\$	-	
Fiscal	n/a	\$	-	
Staff Mileage	@ \$0.555 mi.	\$	100	
Equipment & Repair		\$	200	
Non-Food Items	@ \$.262 meal	\$	5,838	\$ 6,138

**4. FOOD COSTS**

New Orient @ 4.80 & .23 milk	\$ 5.030	*	10,080	50,702	
Bateman @ 4.924	\$ 4.924	*	12,202	60,083	\$ 110,785
	Food Cost		Annual Meals		

**5. TOTAL BUDGET****\$ 170,307****6. CONTRACT AMOUNT****\$ 170,307**

City of Milpitas contribution (50%) \$ 85,153

\*Fifty percent of participant contributions retained by Milpitas

## Budget Summary & Payment Provisions FY 2015-2016

### Personnel Detail

	Hours	Days	Hourly Rate	Earnings	Fringe	Vacation	Sick Leave	Medical	Total Costs
Site Manager	6.00	260	14.16	22,090	2,396	850	1,020	3,201	29,556
Kitchen Aide	4.00	260	9.80	10,192	1,105	392	470	3,201	15,361
Janitor	2.00	260	9.80	5,096	553	196	235	-	6,080
Total Personnel Costs				<b>37,378</b>	<b>4,054</b>	<b>1,438</b>	<b>1,725</b>	<b>6,402</b>	<b>50,996</b>

### Formula

Days	249 + 11 holidays	Vacation	Hours x 10 x Hourly Rate
Earnings	Hours x Days x Hourly Rate	Sick Leave	Hours x 12 x Hourly Rate
Fringe	10% of (Earnings+Vacation+Sick Leave)		

## Payment Provisions

CONTRACTOR understands and agrees that this Contract is a **cost-reimbursement** contract. All references to "you" in this Attachment refer to CONTRACTOR.

You can only be reimbursed for expenses paid out in a report month. The Line Item allocations represent the **maximum annual amount** available for your budget. **Once the contracted line item allocations balances have been used, you cannot continue to claim a current monthly expenditure reimbursement for these items.** You may want to note on the bottom of the monthly expenditure report if you have a continuing expense over and above a zero balance line item or you may want to keep a separate record of your actual expenditures. This may help if you request a line item transfer or may help justify a change in your budget during the annual budget preparation meetings. Please see **LINE ITEM CHANGES\*\* (See Below)** for more information.

These Line Item Definitions are part of the contract standards that were recommended by the Nutrition Contract Standards Committee and approved by the Board of Supervisors on March 10, 1998. Please refer accounting questions to Senior Nutrition Program (SNP) Accounting Staff and budget questions to the SNP Management Analyst.

In certain circumstances, you will be reimbursed for all budget line items as an all inclusive per meal cost for each meal consumed during the term of the Agreement.

**1. PERSONNEL** - Salaries and personnel expenses paid out during the report month should be claimed for all Nutrition employees that work and are authorized by your contract. Employee positions not filled cannot be claimed. Changes in personnel or circumstances that require a substitute should be reported to your assigned Dietitian **prior to filling the position**, explaining the reason for the change. Please indicate if this is a permanent or temporary change.

**Fringe** – This covers employer paid payroll taxes: FICA (Social Security and Medicare) and SDI (both Federal and State). It is currently budgeted at 10% of the budgeted salary including vacation and sick. You can report the actual amount up to the budgeted amount. At fiscal year end, you may request to transfer any extra budget amount to other line items.

**Sick Leave** – This covers sick leave paid to the SNP budgeted staff. The County budgets 12 paid sick leave days (prorated to the number of hours the employee works and serving days). Unused sick leave amount cannot be paid off to the staff member, but can be transferred to other line items. Unused sick leave amount which is not transferred to other line items will be returned to the County general fund. County does not accrue any unused sick leave for the SNP staff. County can only reimburse the actual amount taken, not the allocated amount.

**Medical** – This covers health insurance costs. You can report the actual amount up to the budgeted amount for each budgeted staff. It does not cover spouse or dependents. It is for medical only and does not include dental or vision. If receiving County Kaiser, allocation will be deducted in Line Item 6 “Other Deductible”. If your agency does not provide health insurance, this amount can be distributed to the budgeted staff as allowance for purchasing his/her own health plan. If this amount is not claimed or distributed for medical insurance, it cannot be transferred to another line item.

## 2. OPERATION COSTS

**Usage Costs** - This allowance is for rent or lease costs incurred and paid by your agency. ***You are reimbursed for rent or lease payments allocated to the Nutrition Program at the current per meal rate (\$0.486) for monthly meals served up to your budgeted allocation.*** If you share building or housing costs with other programs you must be able to verify and document how you pro-rate the amount charged to the Nutrition Program. Some sites do not pay rent or lease and are not budgeted for this line item.

**Overhead** - This category is an allowance for utilities (heating/electricity, telephone, janitorial services, and office supplies, printing, water softener or pest control) needed to support your nutrition site, incurred and paid by your agency. ***You are reimbursed at the current per meal overhead rate (\$0.183) for monthly meals served up to your budgeted allocation.*** If the costs are shared with other programs, you must be able to verify how you pro-rate the amount charged to the Nutrition Program. Some sites are not budgeted for this line item.

## 3. VARIANCE CATEGORIES

**Insurance/Worker's Compensation** - This is an allowance for insurance or worker's compensation insurance payments that are actually paid out in the report month. You are only reimbursed for actual payments made. If your agency pays for other programs, only the pro-rated amount paid for the Nutrition Program Employees is allowable as an expense.

**Fiscal** - This allowance is for bookkeeping, accounting and payment for the annual audit. If you share bookkeeping and accounting expenses with other non- nutrition programs, only the portion allocated and paid out for the nutrition program is allowable for reimbursement. You must document and be able to verify how you pro-rate your expenses towards the Nutrition Program. Documentation of the expense and when the expense was incurred must be available to the County when requested.

**Staff Mileage** - This allowance is for nutrition employees who are required to attend Nutrition Staff Meetings or Trainings. Mileage to and from meetings is reimbursed at the County rate **(\$0.56 per mile)**. The amount allocated is determined by your yearly usage.

**Equipment and Repair** - This allowance is for small equipment and repair expenses.

\* The **Nutrition Equipment Committee** reviews requests for other equipment that exceed your budgeted amount. The amount of funds available through the Equipment Committee varies each year. Check with your Dietitian if you wish to submit a request.

**Non-Food Items** - This allowance will cover the cost of paper products, utensils, serving dishes, cleaning supplies and laundry.

**4. FOOD COSTS** - This is the allowance for food expenses. Based on whether you are a cook-on-site or a catered meal site, you may claim for raw food costs, restaurant catered meals or vendor catered meals. Some sites will have a combination of raw and catered food expenses.

**5. TOTAL BUDGET** - This is the total program budget amount before any deductibles.

**6. OTHER DEDUCTIBLE** - This line item will show items **(if applicable)** that are deducted from the budget. This may include the following items, but will not apply to all budgets:

County Outreach Transportation  
County Kaiser  
Contractor Contribution Amount

City Grants or Contributions  
Community Development Block Grants (CDBG)  
Other Income Contributions

**7. CONTRACT AMOUNT** - Final contracted budget for the site.

**\*\* LINE ITEM CHANGES** - May be requested in writing by CONTRACTOR'S Agency Representative. **Submit line item requests during the year when you first become aware of a need to transfer funds between line items. Do not assume that line item transfers will be authorized.** Final line item transfer requests for fiscal year ending June 30 are to be submitted no later than the first Friday of June. The SNP Program Manager and the Nutrition Services Manager will review these requests for approval or disapproval.

Any line item request must have funds available in your budget and be accompanied by an explanation of the reason for the request. Additional verification may be requested. The SNP Program Manager has final approval or disapproval authority for any line item change request.